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Attorneys for Defendants
CITY OF REDDING, JOE ROSSI, JAY GUTERDING, and
BRETT LEONARD

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

R.H., a minor, by and through her
guardian ad litem, Sheila Brown;
ESTATE OF ERIC JAY HAMES, by and
through its personal representative,
Crystal Dunlap-Bennett,

Plaintiff,

v.

CITY OF REDDING, a public entity;
JOE ROSSI, an individual; KIP
KINNEAVY, an individual; JAY
GUTERDING, an individual; BRETT
LEONARD, an individual; and DOES 5
through 20 inclusive,

Defendants.

Case No. 2:20-CV-01435-WBS-DMC

STIPULATED PROTECTIVE ORDER

1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from

1 public disclosure and use extends only to the limited information or items that are entitled to
2 confidential treatment under the applicable legal principles. The parties further acknowledge, as
3 set forth below, that this Stipulation and Order creates no entitlement to file confidential
4 information under seal; and that Eastern District Local Rule 141 sets forth the procedures that
5 must be followed and reflects the standards that will be applied when a party seeks permission
6 from the court to file material under seal.

7 **2. DEFINITIONS**

8 **2.1** Party: any party to this action, including all of its officers, directors, employees,
9 consultants, retained experts, house counsel and outside counsel (and their support staff).

10 **2.2** Disclosure or Discovery Material: all items or information, regardless of the
11 medium or manner generated, stored or maintained (including, among other things, testimony,
12 transcripts, or tangible things) that are produced or generated in disclosures or responses to
13 discovery by any Party in this matter.

14 **2.3** Confidential Information or Items: information (regardless of the medium or how
15 generated, stored, or maintained) or tangible things that qualify for protection under standards
16 developed under Federal Rule of Civil Procedure 26(c) and/or applicable federal privileges. This
17 material includes, but is not limited to, medical and psychotherapeutic records; as well as peace
18 officer personnel records as defined by California Penal Code sections 832.8, 832.5, 832.7 and
19 the associated case law; and other similar confidential records designated as such.

20 **2.4** Receiving Party: a Party that receives Disclosure or Discovery Material from a
21 Producing Party, including a Party that has noticed or subpoenaed and is taking a deposition or
22 comparable testimony.

23 **2.5** Producing Party: a Party or non-party that produces Disclosure or Discovery
24 Material in this action, including a Party that is defending a deposition noticed or subpoenaed by
25 another Party; additionally, for the limited purpose of designating testimony subject to this
26 Stipulation and Order pursuant to section 6.2(b) (infra), a "Producing Party" shall also be
27 construed to include a Party that is attending and/or participating in a non-party deposition
28 noticed/subpoenaed by another Party.

1 **2.6** Designating Party: a Party or non-party that designates information or items that
2 it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

3 **2.7** Protected Material: any Disclosure or Discovery Material that is designated as
4 “CONFIDENTIAL” under the provisions of this Stipulation and Protective Order. (The term
5 “Confidential Document” shall be synonymous with the term “Protected Material” for the
6 purposes of this Stipulation and Protective Order.)

7 **2.8** Outside Counsel: attorneys who are not employees of a Party but who are retained
8 to represent or advise a Party in this action (as well as their support staffs).

9 **2.9** House Counsel: attorneys who are employees of a Party (as well as their support
10 Staff).

11 **2.10** Counsel (without qualifier): Outside Counsel and House Counsel (as well as their
12 support staffs).

13 **2.11** Expert: a person with specialized knowledge or experience in a matter pertinent
14 to the litigation who has been retained by a Party or its counsel to serve as an expert witness or
15 as a consultant in this action and who is not a past or a current employee of a Party and who, at
16 the time of retention, is not anticipated to become an employee of a Party or a competitor of a
17 Party’s; as well as any person retained, designated, or disclosed by a Party as an expert pursuant
18 to Federal Rule of Civil Procedure 26(a)(2).

19 **2.12** Professional Vendors: persons or entities that provide litigation support services
20 (e.g., photocopying; videotaping; translating; preparing exhibits or demonstrations; organizing,
21 storing, retrieving data in any form or medium; etc.) and their employees and subcontractors

22 **3. SCOPE**

23 The protections conferred by this Stipulation and Order cover not only Protected
24 Material/Confidential Documents (as defined above), but also: (1) any information copied or
25 extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of
26 Protected Material; and (3) any testimony, conversations, or presentations by Parties or their
27 Counsel that might reveal Protected Material. However, the protections conferred by this
28 Stipulation and Order do not cover the following information: (a) any information that is in the

public domain at the time of disclosure to a Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of publication not involving a violation of this Order, including becoming part of the public record through trial or otherwise; and (b) any information known to the Receiving Party prior to the disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the information lawfully and under no obligation of confidentiality to the Designating Party. Any use of Protected Material at trial shall not be governed by this Order, and may be governed by a separate agreement or order.

4. DURATION

Even after final disposition of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of:

- (1) dismissal of all claims and defenses in this action, with or without prejudice; and
- (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

5. DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or non-party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. A Designating Party must take care to designate for protection only those parts of material, documents, items, or oral or written communications that qualify – so that other portions of the material, documents, items or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

Mass, indiscriminate, or routine designations are prohibited. Designations that are shown to be clearly unjustified, or that have been made for an improper purpose (e.g., to unnecessarily encumber or retard the case development process, or to impose unnecessary expenses and burdens on other parties), expose the Designating Party to sanctions. If it comes to a Party's or a non-party's attention that information or items that it designated for protection do not qualify for

1 protection at all, or do not qualify for the level of protection initially asserted, that Party or non-
 2 party must promptly notify all other parties that it is withdrawing the mistaken designation.

3 **5.2 Manner and Timing of Designations.** Except as otherwise provided in this Order,
 4 or as otherwise stipulated or ordered, material that qualifies for protection under this Order must
 5 be clearly so designated before the material is disclosed or produced. Designation in conformity
 6 with this Order requires:

7 (a) **for information in documentary form** (*e.g.*, paper or electronic
 8 documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that
 9 the Producing Party affix the legend “CONFIDENTIAL” to each page that contains protected
 10 material. If only a portion or portions of the material on a page qualifies for protection, the
 11 Producing Party also must clearly identify the protected portion(s) (*e.g.*, by making appropriate
 12 markings in the margins).

13 A Party or Non-Party that makes original documents or materials available
 14 for inspection need not designate them for protection until after the inspecting Party has
 15 indicated which material it would like copied and produced. During the inspection and
 16 before the designation, all of the material made available for inspection shall be deemed
 17 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants copied
 18 and produced, the Producing Party must determine which documents, or portions thereof,
 19 qualify for protection under this Order. Then, before producing the specified documents, the
 20 Producing Party must affix the “CONFIDENTIAL” legend to each page that contains
 21 Protected Material. If only a portion or portions of the material on a page qualifies for
 22 protection, the Producing Party also must clearly identify the protected portion(s) (*e.g.*, by
 23 making appropriate markings in the margins).

24 (b) **for testimony given in deposition or in other pretrial or trial**
 25 **proceedings**, that the Party or non-party offering or sponsoring the testimony identify on the
 26 record, before the close of the deposition, hearing, or other proceeding, all protected testimony,
 27 and further specify any portions of the testimony that qualify as “CONFIDENTIAL.” When it
 28 is impractical to identify separately each portion of testimony that is entitled to protection,

1 and when it appears that substantial portions of the testimony may qualify for protection,
 2 the Producing Party may invoke on the record (before the deposition or proceeding is
 3 concluded) a right to have up to twenty (20) days to identify the specific portions of the
 4 testimony as “CONFIDENTIAL.” Only those portions of the testimony that are appropriately
 5 designated as “CONFIDENTIAL” for protection within the 20 days shall be covered by the
 6 provisions of this Stipulation and Protective Order. Transcript pages containing Protected
 7 Material must be separately bound by the court reporter, who must affix to each such page the
 8 legend “CONFIDENTIAL,” as instructed by the Producing Party.

9 (c) for information produced in some form other than documentary and for
 10 any other tangible items (including but not limited to information produced on disc or
 11 electronic data storage device), that the Producing Party affix in a prominent place on the
 12 exterior of the container or containers in which the information or item is stored the legend
 13 “CONFIDENTIAL.” If only portions of the information or item warrant protection, the
 14 Producing Party, to the extent practicable, shall identify the protected portions, specifying the
 15 material as “CONFIDENTIAL.”

16 **5.3 Inadvertent Failures to Designate.** If timely corrected (preferably, though not
 17 necessarily, within 30 days of production or disclosure of such material), an inadvertent failure
 18 to designate qualified information or items as “CONFIDENTIAL” does not, standing alone,
 19 waive the Designating Party’s right to secure protection under this Order for such material. If
 20 material is appropriately designated as “CONFIDENTIAL” after the material was initially
 21 produced, the Receiving Party, on timely notification of the designation, must make reasonable
 22 efforts to assure that the material is treated in accordance with this Order.

23 **5.4 Alteration of Confidentiality Stamp.** A Receiving Party shall not alter, edit, or
 24 modify any Protected Material so as to conceal, obscure, or remove a “CONFIDENTIAL” stamp
 25 or legend thereon; nor shall a Receiving Party take any other action so as to make it appear that
 26 Protected Material is not subject to the terms and provisions of this Stipulation and Order.
 27 However, nothing in this section shall be construed so as to prevent a Receiving Party from
 28 challenging a confidentiality designation subject to the provisions of section 6, *infra*.

1 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

2 **6.1** Timing of Challenges. Any Party or Non-Party may challenge a designation of
3 confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality
4 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic
5 burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to
6 challenge a confidentiality designation by electing not to mount a challenge promptly after the
7 original designation is disclosed.

8 **6.2 Meet and Confer.** The Challenging Party shall initiate the dispute resolution
9 process by providing written notice of each designation it is challenging and describing the basis
10 for each challenge. To avoid ambiguity as to whether a challenge has been made, the written
11 notice must recite that the challenge to confidentiality is being made in accordance with this
12 specific paragraph of the Protective Order. The parties shall attempt to resolve each challenge in
13 good faith and must begin the process by conferring directly (in voice-to-voice dialogue; other
14 forms of communication are not sufficient) within 14 days of the date of service of notice. In
15 conferring, the Challenging Party must explain the basis for its belief that the confidentiality
16 designation was not proper and must give the Designating Party an opportunity to review the
17 designated material, to reconsider the circumstances, and, if no change in designation is offered,
18 to explain the basis for the chosen designation. A Challenging Party may proceed to the next
19 stage of the challenge process only if it has engaged in this meet and confer process first or
20 establishes that the Designating Party is unwilling to participate in the meet and confer process in
21 a timely manner.

22 **6.3 Judicial Intervention.** If the Parties cannot resolve a challenge without court
23 intervention, the Challenging Party shall file and serve a motion to remove confidentiality under
24 Eastern District Local Rule 230 and 251 (and in compliance with Eastern District Local Rules
25 141 and 141.1, if applicable) within 14 days of the parties agreeing that the meet and confer
26 process will not resolve their dispute, or by the first day of trial of this matter, whichever date is
27 earlier, unless the parties agree in writing to a longer time. Each such motion must be
28 accompanied by a competent declaration affirming that the movant has complied with the meet

1 and confer requirements imposed in the preceding paragraph. In addition, the Challenging Party
 2 may file a motion challenging a confidentiality designation at any time if there is good cause for
 3 doing so, including a challenge to the designation of a deposition transcript or any portions
 4 thereof. Any motion brought pursuant to this provision must be accompanied by a competent
 5 declaration affirming that the movant has complied with the meet and confer requirements
 6 imposed by the preceding paragraph.

7 The burden of persuasion in any such challenge proceeding shall be on the Designating
 8 Party, regardless of whether the Designating Party is the moving party or whether such Party
 9 sought or opposes judicial intervention. Frivolous challenges, and those made for an improper
 10 purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
 11 expose the Challenging Party to sanctions. Unless the Designating Party has waived the
 12 confidentiality designation by failing to oppose a motion to remove confidentiality as described
 13 above, all parties shall continue to afford the material in question the level of protection to which
 14 it is entitled under the Producing Party's designation until the court rules on the challenge.

15 **6.4 Withdrawal of "CONFIDENTIAL" Designation.** At its discretion, a
 16 Designating Party may remove Protected Material/Confidential Documents from some or all of
 17 the protections and provisions of this Stipulation and Order at any time by any of the following
 18 methods:

19 (a) **Express Written Withdrawal.** A Designating Party may withdraw a
 20 "CONFIDENTIAL" designation made to any specified Protected Material/Confidential
 21 Documents from some or all of the protections of this Stipulation and Order by an express
 22 withdrawal in a writing signed by such Party (or such Party's Counsel, but not including staff of
 23 such Counsel) that specifies and itemizes the Disclosure or Discovery Material previously
 24 designated as Protected Material/Confidential Documents that shall no longer be subject to all or
 25 some of the provisions of this Stipulation and Order. Such express withdrawal shall be effective
 26 when transmitted or served upon the Receiving Party. If a Designating Party is withdrawing
 27 Protected Material from only some of the provisions/protections of this Stipulation and Order,
 28 such Party must state which specific provisions are no longer to be enforced as to the specified

material for which confidentiality protection hereunder is withdrawn otherwise, such withdrawal shall be construed as a withdrawal of such material from all of the protections/provisions of this Stipulation and Order;

(b) **Express Withdrawal on the Record.** A Designating Party may withdraw a “CONFIDENTIAL” designation made to any specified Protected Material/Confidential Documents from all of the provisions/protections of this Stipulation and Order by verbally consenting in court proceedings on the record to such withdrawal – provided that such withdrawal specifies the Disclosure or Discovery Material previously designated as Protected Material/Confidential Documents that shall no longer be subject to any of the provisions of this Stipulation and Order. A Designating Party is not permitted to withdraw Protected Material from only some of the protections/provisions of this Stipulation and Order by this method;

(c) **Implicit Withdrawal by Publication or Failure to Oppose Challenge.** A Designating Party shall be construed to have withdrawn a “CONFIDENTIAL” designation made to any specified Protected Material/Confidential Documents from all of the provisions/protections of this Stipulation and Order by either (1) making such Protected Material/Confidential Records part of the public record – including but not limited to attaching such as exhibits to any filing with the court without moving, prior to such filing, for the court to seal such records; or (2) failing to timely oppose a Challenging Party’s motion to remove a “CONFIDENTIAL” designation to specified Protected Material/Confidential Documents. Nothing in this Stipulation and Order shall be construed so as to require any Party to file Protected Material/Confidential Documents under seal, unless expressly specified herein.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this case only for prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the litigation has been terminated, a Receiving Party must comply with the provisions of

1 section 13 below (FINAL DISPOSITION). Protected Material must be stored and maintained by
 2 a Receiving Party at a location and in a secure manner that ensures that access is limited to the
 3 persons authorized under this Order.

4 **7.2 Disclosure of “CONFIDENTIAL” Information or Items.** Unless otherwise
 5 ordered by the court or permitted in writing by the Designating Party, a Receiving Party may
 6 disclose any information or item designated “CONFIDENTIAL” only to:

7 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as
 8 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the
 9 information for this litigation and who have signed the “Acknowledgment and Agreement to Be
 10 Bound” that is attached hereto as **Exhibit A**;

11 (b) the officers, directors, and employees (including House Counsel) of the
 12 Receiving Party to whom disclosure is reasonably necessary for this litigation and who have
 13 signed the “Acknowledgment and Agreement to Be Bound” (**Exhibit A**);

14 (c) Experts (as defined in this Order) of the Receiving Party to whom
 15 disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment
 16 and Agreement to Be Bound” (**Exhibit A**);

17 (d) the court and its personnel;

18 (e) court reporters and their staff, professional jury or trial consultants, mock
 19 jurors, and Professional Vendors to whom disclosure is reasonably necessary for this litigation
 20 and who have signed the “Acknowledgment and Agreement to Be Bound” (**Exhibit A**);

21 (f) during their depositions, witnesses in the action to whom disclosure is
 22 reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound”
 23 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of
 24 transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be
 25 separately bound by the court reporter and may not be disclosed to anyone except as permitted
 26 under this Stipulated Protective Order; and/or

27 (g) the author or recipient of a document containing the information or a
 28 custodian or other person who otherwise possessed or knew the information.

1 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**
 2 **OTHER LITIGATION**

3 If a Party is served with a subpoena or a court order issued in other litigation that
 4 compels disclosure of any information or items designated in this action as “CONFIDENTIAL,”
 5 that Party must:

6 (a) promptly notify in writing the Designating Party. Such notification shall include a
 7 copy of the subpoena or court order;

8 (b) promptly notify in writing the party who caused the subpoena or order to issue in
 9 the other litigation that some or all of the material covered by the subpoena or order is subject to
 10 this Protective Order. Such notification shall include a copy of this Stipulated Protective Order;
 11 and

12 (c) cooperate with respect to all reasonable procedures sought to be pursued by the
 13 Designating Party whose Protected Material may be affected.

14 If the Designating Party timely seeks a protective order, the Party served with the
 15 subpoena or court order shall not produce any information designated in this action as
 16 “CONFIDENTIAL” before a determination by the court from which the subpoena or order
 17 issued, unless the Party has obtained the Designating Party’s permission. The Designating Party
 18 shall bear the burden and expense of seeking protection in that court of its confidential material –
 19 and nothing in these provisions should be construed as authorizing or encouraging a Receiving
 20 Party in this action to disobey a lawful directive from another court.

21 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN**
 22 **THIS LITIGATION**

23 (a) The terms of this Order are applicable to information produced by a Non-Party in
 24 this action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in
 25 connection with this litigation is protected by the remedies and relief provided by this Order.
 26 Nothing in these provisions should be construed as prohibiting a Non-Party from seeking
 27 additional protections.

28 (b) In the event that a Party is required, by a valid discovery request, to produce a

Non- Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non- Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this litigation, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party.

(c) If the Non-Party fails to object or seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately: (a) notify in writing the Designating Party of the unauthorized disclosures; (b) use its best efforts to retrieve all unauthorized copies of the Protected Material; (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order; and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the

Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

12. PUBLICATION OF PROTECTED MATERIAL

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing of Protected Material. Without advance written permission from the Designating Party, or a court order secured after appropriate notice to all interested persons, a Receiving Party may not file in the public record in this action any Protected Material. A Party that seeks to file under seal any Protected Material must comply with Eastern District Local Rule 141 and/or 141.1, to the extent applicable. **12.2. Public Dissemination of Protected Material.** A Receiving Party shall not publish, release, post, or disseminate Protected Material to any persons except those specifically delineated and authorized by this Stipulation and Order; nor shall a Receiving Party publish, release, leak, post, or disseminate Protected Material/Confidential Documents to any news media, member of the press, website, or public forum (except as permitted under section 12.1 regarding filings with the court in this action and under seal).

12.4 Public Dissemination of Protected Material. A Receiving Party shall not publish, release, post, or disseminate Protected Material to any persons except those specifically delineated and authorized by this Stipulation and Order; nor shall a Receiving Party publish,

release, leak, post, or disseminate Protected Material/Confidential Documents to any news media, member of the press, website, or public forum (except as permitted under section 12.1 regarding filings with the court in this action and under seal).

13. FINAL DISPOSITION

Within 60 days after the final disposition of this action, as defined in paragraph 4, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, “all Protected Material” including all copies, abstracts, compilations, summaries, and any other format reproducing or capturing of the Protected Material.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: December 23, 2020

ALLEN, GLAESSNER,

HAZELWOOD & WERTH, LLP

By: /s/ Dale L. Allen

DALE L. ALLEN

KEVIN P. ALLEN

Attorneys for Defendants

CITY OF REDDING, JOE ROSSI, JAY

GUTERDING AND BRETT LEONARD

Dated: December 23, 2020

TAYLOR & RING LLP

By: /s/ Neil Gehlawat

John Cornell Taylor

Neil Gehlawat

Attorneys for Plaintiffs

Dated: December 23, 2020

GOYETTE & ASSOCIATES, INC.

By: /s/ Rachel Simons

Goyette & Associates, Inc.

Gary G. Goyette

Rachel Simons

Attorneys for Defendant

KIP KINNEAVY

1 Under Eastern District of California Civil Local Rule 131(e), I attest that I obtained
2 concurrence in the filing of this document from all of the above signatories.

3 Respectfully submitted,

4 Dated: December 23, 2020

ALLEN, GLAESSNER,
HAZELWOOD & WERTH, LLP

6 By: /s/ Dale L. Allen
7 DALE L. ALLEN
8 KEVIN P. ALLEN
9 Attorneys for Defendants
10 CITY OF REDDING, JOE ROSSI, JAY
11 GUTERDING AND BRETT LEONARD
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ALLEN, GLAESSNER, HAZELWOOD & WERTH, LLP
180 Montgomery Street, Suite 1200
San Francisco, California 94104

ORDER

IT IS SO ORDERED, with the following amendments and clarifications:

1. The parties shall comply with the provisions and procedures of Local Rules 140 and 141 with respect to sealing or redaction requests. To the extent that the parties' stipulation conflicts with the Local Rules, the Local Rules shall govern.

2. Prior to filing any motion related to this stipulated protective order or other discovery motion, the parties shall first exhaust informal meet-and-confer efforts and otherwise comply with Local Rule 251.

3. Nothing in this order limits the testimony of parties or non-parties, or the use of certain documents, at any court hearing or trial—such determinations will only be made by the court at the hearing or trial, or upon an appropriate motion.

Dated: December 30, 2020



DENNIS M. COTA
UNITED STATES MAGISTRATE JUDGE

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Eastern District of California on _____ in the case of *R.H., et al., v. City of Redding*, 2:20-cv-01435-WBS-DMC. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Northern District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____